

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Ketchum Inc., 1285 Avenue of the Americas, New York, New York 10019	2. Registration No. 5758
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3. Name of Foreign Principal ICEX Spain Trade and Investment	4. Principal Address of Foreign Principal 405 Lexington Avenue, 44th Floor, New York, New York 10174
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5. Indicate whether your foreign principal is one of the following:

- ☐ Government of a foreign country¹
☐ Foreign political party
☒ Foreign or domestic organization: If either, check one of the following:
 ☐ Partnership
 ☒ Corporation
 ☐ Association
 ☐ Committee
 ☐ Voluntary group
 ☐ Other (specify) _____
☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

ICEX Spain Trade and Investment is a public company whose mission is to promote the internationalization of Spanish companies to contribute to the competitiveness and add value to the overall economy and attract foreign investment to Spain.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

ICEX Spain Trade and Investment is a company owned by the Government of Spain and managed by the Spanish Ministry of Industry, Tourism and Trade.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 02, 2014	Craig Mersky, General Counsel & Secretary	/s/ Craig Mersky eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Ketchum Inc.

2. Registration No.

5758

3. Name of Foreign Principal

ICEX Spain Trade and Investment

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Ketchum will provide communications counsel and services further to the objectives set forth in the written contract.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Ketchum will provide communications counsel and consumer, media and influencer relations services.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 06, 2014	Craig Mersky, General Counsel & Secretary	/s/ Craig Mersky eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Trade Commission of Spain

2014 Olives from Spain – Ketchum

AGREEMENT

This Agreement (the "Agreement") is entered into as of June 26, 2014 by and between, ICEX Spain Trade and Investment (hereinafter referred to as "ICEX", acting through the Trade Commission of Spain in New York, having its principal offices at 405 Lexington Avenue, 44th Floor, New York, New York 10174 and Ketchum hereinafter referred to as the ("CONTRACTOR") having its principal offices at 1285 Avenue of the Americas, New York City, New York 10019

WITNESETH:

WHEREAS, ICEX desires to obtain the services listed in the section "Description of Services" of the Annex hereto (the "Services") of the CONTRACTOR and the CONTRACTOR is willing to provide the services to ICEX.

NOW, THEREFORE, in consideration of the foregoing premises and the promises stated herein, the CONTRACTOR and ICEX hereby agree as follows:

1. SERVICES

ICEX and the CONTRACTOR each hereby agree that the CONTRACTOR shall provide the Services upon the terms and conditions hereinafter set forth and in accordance with the financial and technical proposal agreed to by ICEX in the section "Consideration for the Services" of the Annex hereto (the "Proposal").

2. EXTENT OF SERVICES AND LIMITATIONS

2.1 In performing his duties hereunder, the CONTRACTOR shall use due diligence and all of his skills, expertise and knowledge for the benefit of ICEX.

2.2 The CONTRACTOR agrees, during the term of this Agreement, to devote his best efforts to performing the Services.

2.3 The CONTRACTOR shall make no settlement or collection on any accounts, unless so authorized in writing by ICEX, nor shall the CONTRACTOR grant any discounts or credits or represent ICEX in any manner unless so authorized in writing by ICEX.

2.4 The CONTRACTOR shall give ICEX all explanations, information and assistance related to the Services as ICEX may reasonably require upon request.



June 26, 2014

Trade Commission of Spain

2014 Olives from Spain – Ketchum

3. TERM

3.1 The term of this Agreement will begin on June 26, 2014 and will terminate on November 30, 2014 unless terminated prior thereto in accordance with Section 11 hereof. During the termination notice period, the rights, duties, responsibilities of the CONTRACTOR AND ICEX shall continue in full force and effect, including, without limitation, the payment of fees and the provision of services as requested by ICEX. Upon the termination of this Agreement for any reason whatsoever, the CONTRACTOR shall be entitled to receive payments due for (i) services already rendered, (ii) costs or expenses incurred or irrevocably prior to the date of termination, or (iii) arising from breach by ICEX of any express term or condition of this Agreement.

3.2 Notwithstanding the above, ICEX shall have the option to extend the term of this Agreement for up to four years upon written notice of 30 days given by ICEX.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that the following statements are true and correct as of the date of this Agreement:

4.1 Authorization of Transaction. The execution, delivery and performance of this Agreement has been duly authorized by all requisite action on its part. It has full power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and legally binding obligation, enforceable in accordance with its terms and conditions except to the extent the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles.

4.2 Litigation. There are no legal actions, suits, arbitrations, or other legal or administrative proceedings or governmental investigations pending or threatened, which impede the consummation on its part of this Agreement or the transactions, contemplated herein.

4.3 No Violation; Governmental Approvals. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not contravene any law, judgment, decree or order applicable to it, the CONTRACTOR'S Certificate of Incorporation or By-Laws, and to such party's knowledge, do not and will not contravene or conflict with any provision of any agreement or instrument binding upon it, or upon any property of such party, and do not and will not require such party to obtain any consent, approval, authorization or permit of or from, or to file with or to notify any court, arbitrator, governmental authority or other regulatory or administrative agency, authority or instrumentality, domestic or foreign, federal, state or local except as have been obtained or made.

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5. CONSIDERATION

5.1 As consideration for the Services performed by the CONTRACTOR under this Agreement, ICEX shall pay the CONTRACTOR the consideration set forth in the Annex.

5.2 Unless otherwise specified in the applicable Annex, all invoices for fees and expenses are payable in full thirty (30) days after the invoice date.

5.3 Subject to ICEX's indemnification obligations in Section 9 of this Agreement, upon termination of this Agreement for any cause whatsoever, ICEX and its successors and assigns shall be relieved and discharged of any and all obligations whatsoever to make any payments to the CONTRACTOR arising from any past, present or future relationship in dealings between ICEX and the CONTRACTOR or any entities affiliated with him; provided, however, that ICEX shall be obligated to make payment to the CONTRACTOR only in respect of such proportionate amount of the consideration and expenses due and owing the CONTRACTOR at the date of termination of this Agreement.

6. EXPENSES & TAXES

6.1. Only to the extent set forth in the Annex, shall ICEX reimburse the CONTRACTOR for the actual (i.e., without any mark-up or allocation of any overhead) expenses incurred by the CONTRACTOR. The CONTRACTOR'S request for reimbursements shall include (i) a detailed itemization of the expenses incurred, setting forth the day incurred, the amount of the expense and the payee, (ii) copy of receipts for such expenses incurred, and (iii) a certificate stating that the foregoing expense itemization is true and correct, and represents reimbursable expenses under this Agreement.

6.2. Related Companies: Related companies are understood to be those in which the contractor or his or her blood relatives, including a parent, sibling, son, daughter, grandparent, grandchild, aunt, uncle, first cousin, niece or nephew of the individual, have direct control. Payment of expenses to the contracted party named in paragraph 6.1 when it refers to the related company, is subject to approval by ICEX prior to their outsourcing.

6.3. Except as specifically set forth in paragraph (6.1) above, the CONTRACTOR shall be responsible for the payment of all expenses incurred by him in connection with the performance of the Services, and of his own local, state, and federal personal income taxes for those amounts due under applicable state, federal, and local tax laws.

7. PERIOD OF ACCEPTANCE

The CONTRACTOR shall submit for ICEX's review and approval public relations materials produced by the CONTRACTOR prior to distributing or publishing same to the media or public.



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The CONTRACTOR shall endeavor to obtain all approvals from ICEX in writing (email included), but if time does not reasonably permit obtaining prior written approval, approvals can be oral with written confirmation, such as conference reports, to follow. ICEX agrees to review and approve materials in a timely fashion and shall be responsible for ensuring that all product, service and company statements, descriptions, disclaimers and claims are accurate, complete and comply with all laws and regulations applicable to ICEX, its products and industry.

Notwithstanding the foregoing, if ICEX becomes aware of the existence of any default or defect in the Services caused by CONTRACTOR, it shall have the right to demand that the CONTRACTOR correct it immediately. If the CONTRACTOR does not correct any material default within a reasonable period of time, ICEX shall have the right to terminate the present contract and be indemnified for any damages caused thereby.

8. ADDITIONAL SERVICES

ICEX may request additional services of the CONTRACTOR, which shall be performed on terms mutually agreed upon by the parties hereto based on estimates approved by ICEX in advance of the CONTRACTOR incurring labor costs.

9. LIABILITY AND INDEMNIFICATION

The CONTRACTOR shall be liable for any breach of this Agreement and shall hold ICEX harmless and indemnify ICEX for any and all losses, claims, damages, liabilities, obligations, penalties, actions, judgments, suits, disbursements, cost and expenses of any kind or nature arising from any breach by the CONTRACTOR of this Agreement.

ICEX shall be liable and shall hold CONTRACTOR harmless and indemnify CONTRACTOR for any and all losses, claims, damages, liabilities, obligations, penalties, actions, judgments, suits, disbursements, cost and expenses of any kind or nature arising from (i) any materials, permissions, information or specific instructions supplied by ICEX, (ii) allegations that claims, descriptions or representations regarding ICEX, its products, services and competitors in ICEX-approved publicity materials are false, misleading, unsubstantiated or not in accord with relevant legal and regulatory requirements, directives and guidelines applicable to ICEX, its products and industry; or (iii) the nature and use of ICEX's products and services, including, without limitation, allegations that ICEX's products or services are defective, injurious, or harmful.



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Neither the CONTRACTOR nor ICEX shall be held liable to the other for indirect, incidental, consequential, special or punitive damages arising in any manner from the activities contemplated by this Agreement, whether under contract, tort, or other cause of action, even if such party has been advised of the possibility of such damages. Each party's liability hereunder shall in no event exceed the amounts payable to CONTRACTOR hereunder. This limitation on liability shall not apply to indemnity obligations with respect to third party claims.

10. CONFIDENTIALITY

Each party (the "Recipient") covenants and agrees to:

- (a) Observe strict confidentiality, throughout the term of this Agreement and after its termination, as to all documents and information supplied by the other party (the "Discloser") in relation to the performance of the Services (the "Confidential Information") and to refrain from using such documents or Confidential Information directly or indirectly in any manner inconsistent with the purposes contemplated by this Agreement;
- (b) Return all confidential information, and all copies and extracts there from relating to the Services or Discloser to Discloser promptly upon the termination of this Agreement;
- (c) Report promptly to Discloser any known threat, claim or suit against Discloser, its affiliates, or any of its customers, in connection with the performance of the Services or with respect to allegations that a trademark, trade name or copyright of a third party has been or will be infringed upon with respect to any and all other threats, claims, or suits against Discloser; and
- (d) Inform Discloser of current laws or regulations in the territory and related to the business of Recipient of which Recipient has knowledge (or would have knowledge exercising reasonable care in the performance of his duties) that may require any change in the Services.

11. TERMINATION

11.1 (a) Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated at will by either party at any time, with or without cause upon three (3) months notice, without any liability to the terminating party.



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(b) In addition to its rights under Section 11.1(a), ICEX may unilaterally terminate this Agreement in the event of a material delay in the performance of the project by the CONTRACTOR, or any other breach of this Agreement that impedes or delays the performance of the Services and is not cured, or for which a cure is not commenced upon ten (10) ten days' prior written notice to the CONTRACTOR. Such termination shall be without prejudice to any rights or remedies available to any party hereto as a result of such termination. CONTRACTOR may unilaterally terminate this Agreement in the event of ICEX's material breach of this Agreement which is not cured, or for which a cure is not commenced, within ten (10) days' notice.

11.2 Notwithstanding anything contained in this Agreement to the contrary, the a party may terminate this Agreement immediately upon the occurrence of any of the following events:

- (a) The making of an assignment by the other party for the benefit of his creditors; or
- (b) The filing of a petition in bankruptcy by or in respect of the other party hereto, whether voluntary or involuntary, without the dismissal or discharge thereof (in the case only of an involuntary petition) within sixty (60) days from such filing; or
- (c) The appointment of a receiver for all or any material part of the assets of the other party hereto, which appointment is not vacated within sixty (60) days from the date thereof.

11.3 The remedies set forth in this Section shall be in addition to, and not in lieu of, any remedy available at law or equity to either party hereto.

12. INTELLECTUAL PROPERTY

The CONTRACTOR acknowledges that any property that is the product of the Services shall be the exclusive property of ICEX, and the CONTRACTOR hereby promises not to commercialize or to make any other use of such property.

The CONTRACTOR retains ownership of its works of authorship created by it prior to or separate from the performance of services under this Agreement and all materials rejected or not paid-for by ICEX.

Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties (such as spokespersons, photography and third party licensed data) shall remain the sole and exclusive property of such third parties, and ICEX agrees to use such third party materials consistent with the applicable license terms. The CONTRACTOR shall inform



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ICEX about the applicable license terms of third party materials before contracting third parties materials.

13. BOOKS AND RECORDS

Upon termination of this Agreement for any reason, the CONTRACTOR shall deliver to ICEX all books, files, reports, records, documents and all other assets of ICEX (and any of its affiliates) which the CONTRACTOR has in his possession, custody or under his control, without making copies of any such materials whether for his own use or for any other purpose.

14. LABOR

The CONTRACTOR is not an employee of ICEX and the CONTRACTOR shall abide by and be liable for breach of any and all norms of safety, health, security and any other norm with respect to its employees or subcontractors.

15. ARBITRATION

15.1 All disputes arising in connection with this Agreement shall be finally settled in arbitration under the Rules of Mediation and Arbitration of the International Chamber of Commerce, by an arbitrator appointed in accordance with such rules. All the proceedings will be in English, in the State of New York.

15.2 The Courts of the State of New York are hereby given jurisdiction to render judgment upon, and to enforce, each arbitration award, and the parties hereto hereby expressly consent and submit to the jurisdiction of such courts.

15.3 Each party hereby agrees that the arbitration procedure provided herein shall be the sole and exclusive method of resolving any of the aforesaid disputes, including, without limitation, all questions, claims and other matters arising under this Agreement.

15.4 Each party hereby recognizes that any breach by it of any of the provisions of this Agreement can cause irreparable harm to the other, for which the injured party would have no adequate remedy at law. Each party hereby agrees that, in the event of a breach by it of any of the provisions of this Agreement, the other party may, in addition to the other rights and remedies hereunder (and without waiving its right to have all other matters arbitrated as provided above), immediately take judicial action to obtain injunctive relief. This Section 15.4 shall survive the termination of this Agreement.



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16. MISCELLANEOUS

16.1 Any delay or failure of performance by either party hereto will not constitute a default under this Agreement or give rise to any claims for damages if, and to the extent that, such delay or failure of performance is caused by an occurrence or occurrences beyond the control of such party, including, but not limited to, acts of God or the public enemy, compliance with any order or request of any governmental authority, acts of war, rebellion, civil disobedience or sabotage, or damage resulting there from, fires, floods, earthquakes, shipwreck, epidemics, explosion, accidents, riots or strikes or other concerted acts of workmen, whether direct or indirect, lock-outs, embargoes, blockades, unusual delays in transportation, force majeure, or any causes whether or not of the same class or kind as those specifically named above which are not within the control of the party affected.

16.2 This Agreement shall be governed by and construed in accordance with the laws (excluding the conflicts of laws rules) of the State of New York.

16.3 All notices, requests, demands or communications to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or sent by email or fax with answer back received, or five (5) business days after sending by certified mail, return receipt requested, postage prepaid addressed as follows:

If to ICEX:

*405 Lexington Avenue, 44th Floor
New York, New York 10174
United States of America
Attn: Ángel Martín Acebes*

If to Ketchum:

*1285 Avenue of the Americas,
New York City, NY 10019,
United States of America
Attn: Julie Schumacher Ciardiello*

16.4 The CONTRACTOR hereby agrees that none of his rights, obligations or duties under this Agreement shall be assigned, subcontracted or in any way transferred by him to any other party without the prior written consent of ICEX.

16.5 Any provision in the Agreement, which shall in any way contravene applicable law, shall be deemed separable in such jurisdiction to the extent of such contravention of law, and shall not affect any other provision of this Agreement unless its severance shall materially distort the intention and purpose of this Agreement.



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16.6 This Agreement and all provisions hereto shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

16.7 Except as waived in writing by a party hereto, no action taken pursuant to this Agreement or failure to pursue the enforcement of any right pursuant to this Agreement shall be deemed to constitute a waiver by such party of compliance with any covenants or promises contained herein. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

16.8 This Agreement constitutes the sole and entire agreement between ICEX and the CONTRACTOR with respect to the subject matter of this Agreement and supersedes all prior oral or written discussions, negotiations and agreements.

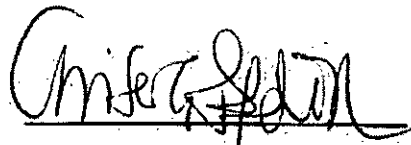
16.9 The payment of the price agreed to for the services provided for by this contract shall be made effective upon presentation of the corresponding invoices by the CONTRACTOR to the conformity of ICEX. CONTRACTOR agrees to send ICEX these invoices during the existence of the contract or at the moment of its conclusion but in any case, no later than November 30, 2014.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ICEX

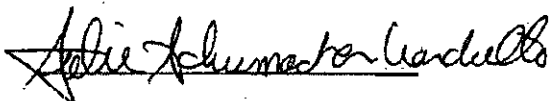
Ketchum

By:



Coriseo González- Izquierdo
Consejera Delegada

By:



Julie Schumacher Ciardiello
Partner, Director, North American Food &
Nutrition Practice
Ketchum's Federal Tax ID 13-3973099

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EXHIBIT

Trade: Commission of Spain

2014 Olives from Spain contract with Ketchum xxx

1. DESCRIPTION OF SERVICES – “SERVICES”

The CONTRACTOR will execute the following program with respect to the terms of this agreement.

Olives from Spain promotional campaign

The CONTRACTOR is to provide professional services for the researching, planning, execution, verification, evaluation and reporting of the 2014 Olives from Spain promotional campaign. The plan developed will have two broad sections. One targeting consumers and one targeting the foodservice trade audience.

Markets

New York, Miami, Chicago, San Francisco (the primary markets) and Los Angeles, Washington DC, Philadelphia and Seattle (the secondary markets).

Product

Contractor to coordinate with various olive packers to secure generic samples for distribution to consumers, public relations contacts, spokes chefs and culinary schools. Foodservice sampling with appropriate presentation will lead effort.

Measurement

The contractor will develop and present a final campaign wrap up report. This report is to be presented in hard copy and digital. A video recapping and presenting the highlight will be needed.

Planning

The contractor will develop and execute an integrated plan for the promotion Olives from Spain to target the consumer and the trade.

Consumer promotion program

The consumer promotion program will consist of:

1. Consumer advertising. Research, plan, execute and verify advertising program, which includes creating and placing corresponding print and digital advertising.
2. Brand ambassador / Brand spokespersons. Identify, negotiate, train and insure spokesperson fulfills all contracted activities.
3. Events. This will include:
 - a. Plan and present cooking demonstration editor events in the Hearst and Meredith



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- Publishers' test kitchens
- b. Coordinating sponsorship of Tapas Trail event
- c. Planning, coordinating, pitching and staffing Spain's Great Match events in New York and Los Angeles
- 4. New Bureau. This will consist of the PR activities designed to get the attention of the journalists. It will include:
 - a. Organizing all aspects and executing sweepstakes
 - b. Organizing all aspects and executing internet media tour
 - c. Coordinating media day in New York with spokesperson
 - d. Identifying and executing sponsored media content with the Huffington Post
 - e. Media monitoring and reporting
- 5. Developing press materials
- 6. Highlight video / end of campaign video

Trade promotion program

The trade promotion program will consist of:

1. Trade advertising. Research, plan, execute and verify advertising program, which includes creating and placing corresponding advertising.
2. PR News Bureau: Develop trade editorial calendar and conduct outreach to editors, report and verify results.
3. PR Events: Identify, plan, execute presence at events targeting the trade.
 - a. Participation in Star Chefs
 - b. Participation in IFEC
4. Retail Education Program: Conduct audit among retailers, buyers and suppliers in primary markets; provide report/analysis, recommendation and sales presentation
 - a. OFS Logo Research against consumers to use in retail outreach
5. Culinary Resources for Trade: Include development of culinary materials to be used in foodservice.
 - a. Culinary Ideation
 - b. Recipe eBrochure
6. Culinary School Outreach: Includes development, implementation of recipe contest among Culinary Institute of America undergraduates; includes publicity of contest and subsequent results.
7. Importer/DSR eNewsletter: Includes development and implementation of online tool to keep key OFS constituents abreast of trade programming activity



Trade Commission of Spain

2014 Olives from Spain contract with Ketchum xxx

2. CONSIDERATION FOR SERVICES – “PROPOSAL”

The total maximum value of the Olives from Spain promotional program \$ 1,151,998.00 dollars to execute to execute the promotional program listed in this Annex.

BILLING PROCESS

MANAGEMENT AND ADMINISTRATIVES FEES \$344,000

The following to be billed each month to cover contractor time for the work executed

June: \$19,000

July: \$95,500

August: \$90,500

September: \$52,500

October: \$53,500

November: \$33,000

With each monthly invoice contractor will include monthly report detailing the work executed

The CONTRACTOR assumes all normal charges incident to the routine conduct of Contractor's business, such as normal and routine postage, telephones, and local travel expenses (cab fare, parking, tolls, etc.).

PROMOTIONAL PROGRAM EXPENSES \$807,998 This sections includes all expenses executed and paid to external contractors and suppliers. No in-house services or agency employees will be included as Program Expenses

The CONTRACTOR will provide the following to ICEX Spain:

For the consumer promotion program will consist of:

1. Consumer advertising. Research, plan, execute and verify advertising program; which includes creating and placing corresponding advertising. \$357,098.00
2. Brand ambassador / Brand spokespersons. Identify, negotiate, train and insure spokesperson fulfills all contracted activities. \$65,000.00
3. Events \$38,000.00. This includes:
 - a. Execute editor event and major publishing houses, Hearst and Meredith
 - b. Coordinating sponsorship of Tapas Trail event
 - c. Planning, coordinating, pitching and staffing Spain's Great Match events in New York and Los Angeles
4. New Bureau \$100,500.00
This will consists of the PR activities designed to get the attention of the journalists. It will include:



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- a. Organizing all aspects and executing contest
- b. Organizing all aspects and executing media tour
- c. Identifying and executing sponsored media content
- d. Media monitoring and reporting
5. Developing press materials, securing product and Highlight video / end of campaign video \$15,700.00
6. Agency travel \$700.00


Trade promotion program

The trade promotion program will consist of:

8. Trade advertising. Research, plan, execute and verify advertising program, which includes creating and placing corresponding advertising. \$131,000.00
9. PR News Bureau: Develop trade editorial calendar and conduct outreach to editors, report and verify results. \$3,000.00
10. PR Events: Identify, plan, execute presence at events targeting the trade. \$27,000
 - a. Participation in Star Chefs
 - b. Participation in IFEC
11. Retail Education Program: Conduct audit among retailers, buyers and suppliers in primary markets; provide report/analysis, recommendation and sales presentation. \$28,500
 - c. OFS Logo Research against consumers to use in retail outreach
12. Culinary Resources for Trade: Include development of culinary materials to be used in foodservice. \$18,500
 - d. Culinary Ideation
 - e. Recipe eBrochure
13. Culinary School Outreach: Includes development, implementation of recipe contest among Culinary Institute of America undergraduates; includes publicity of contest and subsequent results. \$18,000
14. Importer/DSR eNewsletter: Includes development and implementation of online tool to keep key OFS constituents abreast of trade programming activity. \$1,000
15. Agency travel: \$4,000

The following expenses will be paid directly by ICEX:

- Consumer and consumer Ad Media: Contracted publications and digital outlets will bill directly for all paid media insertions, as they are incurred, totaling \$488,098.



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- Spokesperson: Agent for Chef Spokesperson will bill directly for all contracted services, with spokesperson fees ranging from \$30,000 - \$55,000, but will not exceed the approved budget.
- Events: Spain's Great Match (NY & LA) to bill directly
- Events: Spain's Great Match's chef partners and caterers (food, prep, catering) to bill directly for both the LA & NY events, totaling
- Events: StarChefs will bill directly for Sponsorship Fee
- Events: Culinary Institute of America will bill directly for Sponsor and Scholarship Fee
- News bureau: The Huffington Post will bill directly for two pieces of Sponsored Content, totaling

REPORTING REQUIREMENTS.

In the execution of the campaign the contractor will be required to prepare written reports prior and post execution of each activity. The post execution activity report along with corresponding pictures will need to be attached to the corresponding billing of the activity.

Final media and event recap report detailing the following: program as executed, recap of the results with clips, effectiveness and estimated value of media coverage, social media commentary, media attendee list in an excel file with their complete contact information. It should also include recommendations for future events.


TIMING FOR CLOSING ALL OUTSTANDING INVOICING

The CONTRACTOR understands that the final invoice must be submitted to ICEX c/o The Trade Commission of Spain by **November 30, 2014**, but shall be paid in accordance with of this Exhibit and clauses 5, 6 and 16.9 of the Agreement.

TRAVEL EXPENSES

Travel expenses include charges incurred for hotel accommodations, airfare, surface travel and meals of Ketchum personnel:

- Airfares will be billed at cost with backups and proof of payment (tickets receipts, boarding passes)
- A per diem fee of \$150 will be invoiced to cover meals, ground transportation and other incidentals.
- Hotel accommodations will be billed at cost, up to a per night budget of \$250 (room rate inclusive of taxes), with hotel-receipt required as backup.



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- Car rentals should be the most economical ie compact or midsize.

INVOICE REQUIREMENTS

Invoices need to be on CONTRACTOR'S letterhead (which includes the full company address) dated, with an invoice number, CONTRACTOR'S tax ID, and a clear description of Services and/or product being billed. Proof of performance should be attached to CONTRACTOR's invoice (i.e. copy of magazine or on-line service invoices, 3rd party supplier invoices, sample of any promotional material, etc.).

ICEX, its representatives and/or agents, reserve the right to request further written explanation of the service and/or product for which the invoice is being presented before issuing payment to the contractor.

PAYMENTS

Expenses in connection with the rendering of Services hereunder will be reimbursed to CONTRACTOR in accordance with clauses 5, 6 and the exhibit of this Agreement.

